

# Exhibit A

**CIVIL CASE INFORMATION STATEMENT  
CIVIL CASES**

In the Circuit Court, Doddridge County, West Virginia

**I. CASE STYLE:**

Plaintiff(s)

Case # 14-C- 5

GERALD C. TURNER AND

Judge Timothy Sweeney

JUANITA L. TURNER

DODDRIDGE COUNTY  
CIRCUIT COURT

FEB 11 2014

DWIGHT E. MOORE  
CIRCUIT CLERK

Defendant(s)

Days to  
Answer

Type of Service

NOBLE ENERGY, INC.

30

WV SECRETARY OF STATE

C/O CT CORPORATION SYSTEM

5400 D BIG TYLER ROAD

Street

CHARLESTON, WV 25313

City, State, Zip

Original and 2 copies of complaint furnished herewith.

**PLAINTIFF:** Gerald C. Turner, et ux.,  
**DEFENDANT:** Noble Energy, Inc.

**CASE NUMBER:** 14-C-\_\_\_\_\_

**II. TYPE OF CASE:**

TORTS	OTHER CIVIL	OTHER CIVIL
[ ] Asbestos	[ ] Adoption	[ ] Appeal from Magistrate Court
[ ] Professional Malpractice	[ ] Contract	[ ] Petition for Modification of Magistrate Sentence
[ ] Personal Injury	[ X ] Real Property (Injunction)	[ ] Miscellaneous Civil
[ ] Product Liability	[ ] Mental Health	[ ] Other
[ ] Other Tort	[ ] Appeal of Administrative Agency	

**III. JURY DEMAND:** [ ] Yes [X] No

**CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR):** 05 / 2014

**IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE? [ ] YES [X] NO**  
**IF YES, PLEASE SPECIFY:**

- [ ] Wheelchair accessible hearing room and other facilities
- [ ] Interpreter or other auxiliary aid for the hearing impaired
- [ ] Reader or other auxiliary aid for the visually impaired
- [ ] Spokesperson or other auxiliary aid for the speech impaired
- [ ] Other: \_\_\_\_\_

Attorney Name: Scott A. Windom and Paul V. Morrison, II

Representing:

Firm: Windom Law Offices

[X] Plaintiffs [ ] Defendant

Address: 101 E. Main St., Harrisville, WV 26362

[ ] Cross-Complainant [ ] Cross-Defendant

Telephone: (304) 643-4440

Dated: February 7, 2014

Signature

I hereby certify that the annexed instrument is a true and correct copy of the original on file in this office.

Attest: DWIGHT E. MOORE

Circuit Court Doddridge County of West Virginia

Dwight E. Moore  
Clerk

[ ] Pro Se

**IN THE CIRCUIT COURT OF DODDRIDGE COUNTY, WEST VIRGINIA**

**GERALD C. TURNER and  
JUANITA L. TURNER,**

**Plaintiffs,**

**v.**

**CIVIL ACTION NO. 14-C-5**

**NOBLE ENERGY, INC.,**

DODDRIDGE COUNTY  
CIRCUIT COURT

**Defendant.**

**FEB 11 2014**

DWIGHT E. MOORE  
CIRCUIT CLERK

**COMPLAINT FOR INJUNCTIVE RELIEF**

Come now the Plaintiffs in the above-styled matter and for their Complaint in this cause, hereby state as follows:

1. That the Plaintiffs, **GERALD C. TURNER** and **JUANITA L. TURNER**, are the owners of the surface only of that certain lot, tract or parcel of real estate situate on the waters of Middle Island Creek in West Union District, Doddridge County, West Virginia, identified and assessed on the 2013 Land Books as Tax Map 19, parcel 8. See deed attached hereto as **Exhibit 1**.

2. That the oil and gas within and underlying the plaintiff's lot, tract or parcel of real estate is held by production of an existing oil and gas lease dated September 4, 1969, between Luther M. Perine, lessor, and Ole Colony Development Company, of record in the Office of the Clerk of the County Commission of Doddridge County, West Virginia, in Lease Book 94 at page 223, and said to contain 146-1/2 acres, *more or less*. The same is attached hereto as **Exhibit 2**.

3. That the Defendant, **NOBLE ENERGY, INC.**, is the lessee or assignee of the aforesaid oil and gas lease as well as various other oil and gas leases that are adjacent to or in proximity to the Plaintiffs' lot, tract or parcel of real estate, described above.

4. That the Defendant has applied for a horizontal well permit with the West Virginia Department of Environmental Protection, Office of Oil and Gas, in Charleston, West Virginia, for a well identified as Well #OXF4AHS.
5. That the well permit has not yet been granted and therefore does not have an API number to identify the same.
6. That said well, OXF4AHS, is to be drilled on the surface of the Plaintiffs' subject lot, tract or parcel of real estate.
7. That said oil and gas well is to be permitted as a "horizontal well" that will be drilled to the Marcellus Shale formation at a depth of 6633 feet and thereafter extend horizontally approximately 9439 feet from the well bore. See Defendant's "*Well Work Permit Application*"—form WW-6B—attached hereto as **Exhibit 3**.
8. That the horizontal leg length will necessarily involve the exploration of the oil and gas within and underlying surface tracts and leases other than that lease encompassing the Plaintiffs' subject real estate.
9. That upon information and belief, there are at least five (5) separate and distinct oil and gas leases which will be produced from the horizontal leg proposed for the Plaintiffs' subject real estate. See form WW-6A1 attached hereto as **Exhibit 4**.
10. That the Plaintiffs have not consented to the use of the subject real estate for Noble well OXF4AHS.
11. That the Plaintiffs have not signed a "surface use agreement" for the same.

12. That the oil and gas owners and leasehold owners of the adjacent, extended and far reaching portions of this 9,439 feet horizontal leg do not have the legal right or legal standing to use the Plaintiffs' subject property for exploration of their oil and gas or leaseholds.

13. That the Plaintiffs have not contracted with those individuals along the length of the 9,439 feet horizontal leg to allow the Plaintiffs' surface to be used for the same.

14. That the usual, express rights and implied surface rights of the mineral owner or lessee of the oil and gas within and underlying the Plaintiffs' subject property are limited only to such surface use as is reasonably necessary for exploration, development and production within and underlying the Plaintiffs' subject property or the leased acreage encompassing the same. Those same surface rights do not extend to the adjoining, extended and far reaching oil and gas owners and leasehold estates.

15. That when the oil and gas lease for the oil and gas within and underlying the Plaintiffs' subject real estate was entered into between the lessor and lessee on September 4, 1969, horizontal drilling was not a known or common industry method and thus horizontal drilling was not contemplated by the parties to that lease, nor were any such terms incorporated therein, either expressly or implied.

16. That when the Plaintiffs purchased the subject surface tract in 1993, the parties could not have contemplated horizontal drilling on the subject property.

17. At the time of Plaintiffs' deed in 1994, such horizontal drilling methods were not a known and accepted method of extracting oil and gas in Doddridge County, West Virginia.

18. That such horizontal drilling methods are unconscionable terms to incorporate into existing oil and gas leases.

19. That the Defendant's use of the Plaintiffs' property is not reasonably necessary for the adjoining oil and gas owners to extract and enjoy their oil and gas interests.

20. That the planned horizontal oil and gas well would create a substantial burden on the Plaintiffs' and their real estate.

21. That the Plaintiffs have no adequate remedy at law to prevent the Defendant's unauthorized use of their real estate and, as a result, they will suffer permanent and irreparable injury should the Defendant be permitted to use the surface of their real estate for the contemplated impermissible mineral extraction, the redress of which by other remedies would be uncertain and inadequate.

**WHEREFORE**, the Plaintiffs pray that an **injunction, both preliminary and permanent**, be issued and the Defendant, its successors and assigns be restrained and enjoined from any and all surface use of Plaintiffs' real estate which is outside of the known and accepted methods of extracting oil and gas for Doddridge County, West Virginia, at the time the Plaintiffs acquired the same; that the Defendants, its successors and assigns be restrained and enjoined from using the Plaintiffs' surface tract to access oil, gas and minerals from other leaseholds; that the Plaintiffs be awarded judgment against the Defendant for their compensatory damages, together with their costs herein expended and their reasonable attorney fees hereby incurred; and, for any and all such other and further relief, both general and special, which as to this Court may seem just and proper.

**GERALD C. TURNER and  
JUANITA L. TURNER,  
Plaintiffs,  
By Counsel.**

*Scott A. Windom*  
SCOTT A. WINDOM  
W.Va. State Bar #7812  
**PAUL V. MORRISON, II**  
W.Va. State Bar #7753  
101 East Main Street  
Harrisville, West Virginia 26362  
**COUNSEL FOR THE PLAINTIFFS**

I hereby certify that the annexed instrument is a true  
and correct copy of the original on file in this office.

Attest: DWIGHT E. MOORE  
Circuit Court Doddridge County of West Virginia

*Dwight E. Moore*  
Clerk

**IN THE CIRCUIT COURT OF DODDRIDGE COUNTY, WEST VIRGINIA**

**GERALD C. TURNER and  
JUANITA L. TURNER,**

**Plaintiffs,**

v.

**CIVIL ACTION NO.**

**14-C-5**

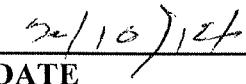
**NOBLE ENERGY, INC.,**

**Defendant.**

**VERIFICATION**

**GERALD C. TURNER**, Plaintiff in the above-styled action, being first duly sworn, deposes and says that the information contained in the **COMPLAINT** herein is true to the best of his knowledge and belief, except so far as it is therein stated to be upon information and belief, and that so far as it is therein stated to be upon information and belief, he believes it to be true.

  
**GERALD C. TURNER**

  
**DATE**

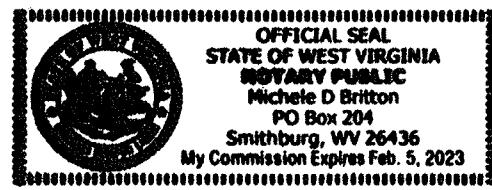
STATE OF WEST VIRGINIA,  
COUNTY OF Doddridge; TO-WIT:

The foregoing Verification was acknowledged before me this 10<sup>th</sup> day of February, 2014, by Gerald C. Turner.

Michele D. Britton  
NOTARY PUBLIC

My Commission Expires:

February 5, 2023



{ Affix Notary Seal }

WORK 224 187

THIS DEED, Made this 11th day of March, 1994 by and between, EUGENE R. FOXWORTHY and MARTHA K. FOXWORTHY, husband and wife, parties of the first part, grantors and GERALD C. TURNER and JUANITA L. TURNER, husband and wife, parties of the second part, grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey with Covenants of General Warranty, unto Gerald C. Turner and Juanita L. Turners as joint tenants with the right of survivorship as hereinafter set forth, all the following described tract or parcel of land, together with all the improvements thereon and appurtenances thereto, as situate Arnolds Creek, West Union Magisterial District, Doddridge County, West Virginia and bounded and described as follows, to-wit:

BEGINNING at a stone with two Hickory pointers on top of ridge, a corner to land of F. J. and D. C. Ruley, thence with 8 lines of the same, S 42 1/2 W 7 1/4 to W. O. two R. O. ptrs., S. 12 W 15 to stake, S 2 E 40 1/4 to stone, S 28 W 9 to R. O., S 50 W 7 to stone, S 22 1/2 W 15 to W. O. and pointers, S 10 1/2 W 31 1/2 to B. O., S 46 1/2 W 6 to stone and pointers, a corner to Lot No. 6 thence with 13 lines of same, S 37 1/2 E 29 to C. O., S 33 E 25 1/2 to stone in North bank of a Run, S 86 E 33 3/4 to W. O. & pointer, N 86 1/2 E 51 9/10 to rock, N 65 E two poles to stonepile, N 26 E 10 to stonepile, S 81 1/2 E 17 1/2 crossing Arnolds Creek to the middle of the County Road, thence with said road, S 8 W 6 poles, N 86 1/2 E 32 to Hickory, S 67 1/2 E 14 1/2 to two C. O.'s, East 14 to Pin Oak and Hickory pointers, N 88 E 20 to stone, S 87 1/2 E 3 to Dogwood corner to Lot No. 4, thence with 14 lines of same N 10 W 31 to C. O., N 2 E 12 to stone and Ironwood pointer, N 11 1/2 E 14 to Beech, Sugar & Beech Pointers, N 40 W 22 to County Road, N 33 W 28 crossing Arnolds Creek to stonepile and cherry bush, S 70 W 8 to stone planted, S 80 W 18 1/2 to stone, S 71 W 12 to stonepile, S 81 W 11 to W. O., N 68 W 18 to Maple, N 41 1/2 W 21 to Hickory, N 45 W 18 to C. O. sapling, N 27 W 27 1/2 to Beech, N 2 W 26 to Cucumber Bush in Rosetta Elliott's line, and thence with same, West 56 poles to the beginning, containing 146 1/2 acres, more or less, together with the right to use the farm road existing on the tract 4.707 acres reserved by Harvey Stickel, Jr. and Melva Stickel.

The above described 146 1/2 acre tract of land is subject to an exception and reservation from its boundaries of a tract or parcel of land containing 4.707 acres together with all coal, oil, gas and other minerals underlying said 4.707 acres and the right to lease and remove the same, said reservation of 4.707 acres more particularly set forth in a deed dated September 23, 1976 of record in the Doddridge County Clerk's Office in Deed Book 173 at Page 624 and reference is made thereto for a more particular description of the 4.707 acres excepted and reserved by Harvey Stickel, Jr. and Melva Stickel, husband and wife.

The above described 146 1/2 acre tract of land is subject to an out conveyance of 0.493 acres pursuant to a deed dated October 9, 1976 and of record in

## EXHIBIT

the Doddridge County Clerk's Office in Deed Book 173 at Page 974 showing Eugene R. Foxworthy and Martha K. Foxworthy, husband and wife conveying said 0.493 acre tract to Harvey Stickel, Jr. and Melva Stickel and reference is made to said deed for a more particular description of said 0.493 acre tract conveyed therein.

And the above described 146 1/2 acre tract of land less the reserved 4.707 acre tract of land being the same as conveyed unto Eugene R. Foxworthy and Martha K. Foxworthy, husband and wife by Harvey Stickel, Jr. and Melva Stickel, by deed dated the 23rd day of September 1976, and of record in the Office of the Clerk of the County Commission of Doddridge County in Deed Book 173 at Page 624.

It is the intention of this conveyance to vest title to said property in Gerold C. Turner and Juanita L. Turner, parties of the second part jointly and equally and to the survivor of either of them so that upon the death of either of them the entire interest in said property will immediately vest in the survivor.

This conveyance is made subject to all exceptions, reservations, easements, restrictions, covenants, conditions, leases, and right of ways, if any, as the same appear of record in the aforesaid Clerk's Office.

For valuable consideration, the grantors do hereby assign and convey unto Gerold C. Turner and Juanita L. Turner the following personal property, to-wit:

1. one satellite and satellite system
2. one garden tractor

For the consideration aforesaid, the grantors do hereby grant and convey unto the grantees all of their right, title and interest in and to free gas for one domestic dwelling as situate on the above described premises and subject to all terms and conditions in the oil and gas lease relating to the real property.

The parties of the first part do hereby except and reserve from this conveyance, for themselves, their heirs and assigns all of their right, title and interest in and to the coal, oil, gas and other minerals within and underlying the above described tract of land together with the right to lease said land for oil and gas purposes and to receive royalty, rentals and bonuses for any such lease executed by them on said tract or parcel of land.

For the consideration aforesaid, the grantors and grantees agree that in the event grantors should decide to sell the minerals and mineral rights, then the grantees shall have the first refusal and option, to purchase said minerals and mineral rights and for the same consideration as said minerals and mineral rights

shall be offered for sale to a bona fide purchaser.

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This deed is made subject to a timber contract currently in existence and relating to the aforesaid described real property which timber contract shall terminate at the end of April, 1994.

The Grantors declare the total consideration for the real property transferred herein is the sum of \$110,000.00.

WITNESS the following signatures.

Eugene R. Foxworthy  
EUGENE R. FOXWORTHY

Martha K. Foxworthy  
MARTHA K. FOXWORTHY

STATE OF WEST VIRGINIA.

COUNTY OF DODDRIDGE. To-Wit;

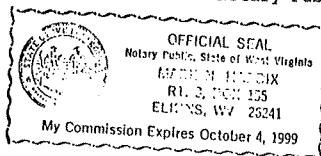
I Mark N. Haddix, a Notary Public in and for said County and State do hereby certify that EUGENE R. FOXWORTHY and MARTHA K. FOXWORTHY whose names are signed to the foregoing writing bearing date the 11th day of March, 1994, have this day acknowledged the same before me in my said County and State.

Given under my hand this 25<sup>th</sup> day of March, 1994.

My commission expires: Oct. 4, 1999

PREPARED BY,

Lucien R. Sammons, Jr.  
Attorney at Law  
P. O. Box 95  
West Union, WV 26456



STATE OF WEST VIRGINIA

DODDRIDGE COUNTY COMMISSION CLERK'S OFFICE, *McMurchie 25* 1994 9434 M

The foregoing Deed, together with the certificate thereto annexed, was this day admitted to record in my said office.

JANICE ELLIFRITT COX, Clerk

By: Beth A. Rogera, Deputy.

BOOK 94 PAGE 223

AGREEMENT, made and entered into the 4<sup>th</sup> day of September 1969 by and between Luther M. Perine, widower,

County of Doddridge and state of West Virginia, party of the first part, hereinafter called Lessors, whether one or more, and Ole Colony Development Company party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessors for and in consideration of the sum of Dollars to them in hand well and truly paid by said Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said Lessee, to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right so to grant and demise, unto the said Lessee, its successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks, stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across the leased premises and other lands of Lessors, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessors.

All that certain tract of land situate in West Union District Doddridge County and State of West Virginia on the waters of Arnolds Creek bounded as follows: (Lot #5 of the partition of the Chapman J. Stuart Estate) On the North by lands of Virginia Elliott - John Cook. On the East by lands of John Cook and R. A. Humphrey. On the South by lands of W. M. Smith. On the West by lands of L. R. Charter heirs. Containing one hundred forty-six and 1/2 (.146 1/2) acres, more or less, being land purchased from Theresa H. Maulsby to Luther M. Perine recorded Deed Book 6 page 117 reserving, however, therefrom all lands within two hundred feet of the residence buildings now on the premises on which no well shall be drilled by either party except by mutual consent. It is agreed that this lease shall remain in force for the term of two years from this date and as long thereafter as oil or gas, or either of them, is produced from the said lands by the said Lessee, its successors and assigns. In Consideration of the Premises the said party of the second part, covenants and agrees: 1st—to deliver to the credit of the Lessors, their heirs or assigns, free of cost, in the pipe line to which Lessee may connect its wells, the equal one-eighth ( $\frac{1}{8}$ ) part of all oil produced and saved from the leased premises; and second, to pay one-eighth ( $\frac{1}{8}$ ) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises, said gas to be measured at a meter set on the farm. The Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessor in title or otherwise. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered. It is agreed by the parties hereto that the Lessee, its successors or assigns, shall have the right to use off the farm for such purposes as it may desire, "Casing Head Gas," (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should be manufactured into gasoline or other by-products by said company, said Lessors shall receive one-eighth of the net value at the factory of the gasoline and other by-products so manufactured. The Lessors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in one dwelling house on said land, out of any surplus gas over and above what Lessee, its successors and assigns, may require to operate the farm and subject to the use, operation, pumping and right of abandonment of the well by Lessee, its successors and assigns; lessors are to provide and use economical appliances and to use said gas at their own risk, subject to the reasonable rules and regulations of said Lessee, its successors and assigns, published at such time relating to such use of gas. Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And it is agreed that the leased premises may be fully and freely used by the Lessors for farming purposes, excepting such parts as are used by the Lessee in operating hereunder, and, further, that the said Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege. The said Lessee covenant and agrees to pay rental at the rate of (\$.....) Dollars, quarterly in advance, beginning in months from this date, until, but not after, a well yielding royalty to the Lessors in drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon, the first royalty due upon the same and all rentals shall cease after the surrender of this lease as hereinafter provided for. All payments for delay, for gas produced and marketed, for gasoline and other by-products may be made direct to the lessors or be deposited to their credit, or to the credit of their heirs or assigns in the Bank of or by check mailed to Luther M. Perine at Route 1, West Union P. O. Doddridge County State of West Virginia; such payment is also made in the same manner to who is hereby appointed agent for the lessors to receive the same.

It is agreed that the Lessee is to have the privilege of using free, sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon at any time to remove all machinery and fixtures placed on the premises; and further, upon the payment of one (\$1.00) Dollar at any time, by the party of the second part, or by its executors and assigns if it or they shall have the right to surrender this lease for cancellation, after which all payments and liabilities theretofore to accrue under and by virtue of its terms shall cease and determine, and this lease becomes absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder, shall be a full surrender and termination of this lease.

All provisions of this lease shall be binding upon the heirs, executors, administrators, etc., of the parties hereto.

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals this day and year last, above written.

Witness:

X Luther M. Perine (Seal)  
Luther M. Perine (Seal)  
Luther M. Perine (Seal)  
Luther M. Perine (Seal)  
Luther M. Perine (Seal)

BOOK 84 PAGE 224

State of West Virginia County of Doddridge to-wit:  
I, Hugh Spencer  
Notary Public of said County of Doddridge do certify that  
Luther M. Perine, widower, and his wife  
whose name is Luther M. Perine signed to the writing above bearing date the 4<sup>th</sup> day of  
September A. D. 1969 have this day acknowledged the same before me  
in my said county.  
Given under my hand this 18 day of November A. D. 1970  
Notary Public Decatur County  
My Commission expires April 14, 1971

STATE OF WEST VIRGINIA,  
DODDRIDGE COUNTY COURT CLERK'S OFFICE,  
The foregoing Dease together with the certificate thereto annexed,  
was this day admitted to record in my said office.

DESSIE P. DAUGHERTY Clerk  
By Janice M. Ellifitt Deputy.

WW-6B  
(9/13)

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS  
WELL WORK PERMIT APPLICATION

1) Well Operator:	Noble Energy, Inc.	494501907	017-Doddridge	West Union	West Union
		Operator ID	County	District	Quadrangle

2) Operator's Well Number: OXF4AHS Well Pad Name: OXF4

3) Farm Name/Surface Owner: Gerald and Juanita Turner Public Road Access: County Route 11/3

4) Elevation, current ground: 1080' Elevation, proposed post-construction: 1067.40

5) Well Type (a) Gas  Oil \_\_\_\_\_ Underground Storage \_\_\_\_\_

Other \_\_\_\_\_

(b) If Gas Shallow  Deep \_\_\_\_\_ *JL N*

Horizontal  *1-16-2014*

6) Existing Pad: Yes or No No •

7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Associated Pressure(s):

Marcellus 6633-6688' / 55' Thick / 4414 psi

8) Proposed Total Vertical Depth: 6678'

9) Formation at Total Vertical Depth: Marcellus

10) Proposed Total Measured Depth: 17003'

11) Proposed Horizontal Leg Length: 9439'

12) Approximate Fresh Water Strata Depths: 238', 545'

13) Method to Determine Fresh Water Depths: nearest offset wells

14) Approximate Saltwater Depths: None

15) Approximate Coal Seam Depths: None

16) Approximate Depth to Possible Void (coal mine, karst, other): None

17) Does Proposed well location contain coal seams directly overlying or adjacent to an active mine? Yes  No

(a) If Yes, provide Mine Info: Name: NA

Depth: \_\_\_\_\_

Seam: \_\_\_\_\_

Owner: \_\_\_\_\_

WW-6B  
(9/13)

18)

CASING AND TUBING PROGRAM

<u>TYPE</u>	<u>Size</u>	<u>New or Used</u>	<u>Grade</u>	<u>Weight per ft. (lb/ft)</u>	<u>FOOTAGE: For Drilling</u>	<u>INTERVALS: Left in Well</u>	<u>CEMENT: Fill-up (Cu. Ft.)</u>
Conductor	20"	New	LS	94	40'	40'	CTS
Fresh Water	13 3/8"	New	J-55	54.5	595'	595'	CTS 30% excess Yield = 1.18
Coal		New					
Intermediate	9 5/8"	New	J-55	36.0	2737'	2737'	CTS 20% excess Yield = 1.19
Production	5 1/2"	New	HCP-110	20.0	17003'	17003'	10% excess Yield = 1.27 TOC=200' above 9.625" shoe
Tubing							
Liners							

DCP 16-26<sup>14</sup>  
1-16-26<sup>14</sup>

<u>TYPE</u>	<u>Size</u>	<u>Wellbore Diameter</u>	<u>Wall Thickness</u>	<u>Burst Pressure</u>	<u>Cement Type</u>	<u>Cement Yield (cu. ft./k)</u>
Conductor	20"	24"	0.438	2730		
Fresh Water	13 3/8"	17.5"	.380	2730	Type 1	30% excess Yield = 1.18
Coal						
Intermediate	9 5/8"	12.25"	.352	3520	Class A	20% excess Yield = 1.19 to surface
Production	5 1/2"	8.75"	.361	12,640	Class A	10% excess Yield = 1.27 TOC=200' above 9.625" shoe
Tubing						
Liners						

PACKERS

Kind:				
Sizes:				
Depths Set:				

WW-6B  
(9/13)

19) Describe proposed well work, including the drilling and plugging back of any pilot hole:

Drill the vertical depth to the Marcellus at an estimated total vertical depth of approximately 6678 feet. Drill Horizontal leg - stimulate and produce the Marcellus Formation. Should we encounter a unanticipated void we will install a minimum of 20' of casing below the void but not more than 50' set a basket and grout to surface.

20) Describe fracturing/stimulating methods in detail, including anticipated max pressure and max rate:

The stimulation will be multiple stages divided over the lateral length of the well. Stage spacing is dependent upon engineering design. Slickwater fracturing technique will be utilized on each stage using sand, water, and chemicals. Please refer to attached list.

JCN

21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 13.25

22) Area to be disturbed for well pad only, less access road (acres): 4.64

23) Describe centralizer placement for each casing string:

Conductor - No centralizers used. Fresh Water/Surface - Bow spring centralizers on first two joints then every third joint to 100' from surface. Intermediate - Bow Springs centralizers every third joint to 100' from Surface. Production - Rigid bow springs every third joint from KOP to TOC, rigid bow springs every joint to KOP.

24) Describe all cement additives associated with each cement type:

See attached sheets - Conductor - 1.15% CaCl. Fresh Water - Class A Portland cement with flake and 1.15% CaCl<sub>2</sub>, 30% excess yield =1.18. Intermediate- 15.6 ppg Class A +0.4% Ret, 0.15% Disp, 0.2% AntiFoam, 0.125#sk Lost Circ 20% excess Yield 1.19 to surface. Production: 14.8 ppg Class A 25:75:0 System +2.6% Cement extender, 0.7% fluid loss additive, 0.45% high temp retarder, 0.2% friction reducer 10% excess Yield=1.27 TOC>=200' above 9.625" shoe.

25) Proposed borehole conditioning procedures:

Conductor - The hole is drilled w/ air and casing is run in air. Apart from insuring the hole is clean via air circulation at TD, there are no other conditioning procedures. Fresh Water -The hole is drilled w/air and casing is run in air. Once casing is on bottom, the hole is filled w/ KCl water and a minimum of one hole volume is circulated prior to pumping cement. Coal - The hole is drilled w/air and casing is run in air. Once casing is at setting depth, the hole is filled w/ KCl water and a minimum of one hole volume is circulated prior to pumping cement. Intermediate - Once surface casing is set and cemented Intermediate hole is drilled either on air or SOBM and filled w/ KCl water once filled w/ KCl water once drilled to TD. The well is conditioned with KCl circulation prior to running casing. Once casing is at setting depth, the well is circulated a minimum of one hole volume prior to pumping cement. Production - The hole is drilled with synthetic oil base mud and once at TD the hole is circulated at maximum allowable drilling pump rate for at least 6X bottoms up. Once on bottom with casing, circulate a minimum of one hole volume prior to pumping cement.

\*Note: Attach additional sheets as needed.

**AWS Cement Additives- Noble Energy**

	Product Name	Product Use	Chemical Name	CAS Number
Surface & Intermediate	Calcium Chloride Flake	Cement Accelerator	Calcium Chloride	10043-52-4
			Potassium Chloride	7447-40-7
		Water		7732-18-5
		Sodium Chloride		7647-14-5
	C-41L	De-foamer	Methyl Alcohol	67-56-1
			Tributyl Phosphate	126-73-8
	Pol-E-Flake	LCM	Polyester	Non-Hazardous

	Bentonite Gel	Viscosifier	Crystalline Silica, Quartz	14808-60-7
Spacer	Baro-Seal	LCM	Mixture	Non-Hazardous
	Pol-E-Flake	LCM	Polyester	Non-Hazardous

Product Name	Product's Purpose	Chemical Ingredients	CAS Number
DCP-AC2	Accelerator	Calcium Oxide	1305-78-8
DCP-FR2	Friction Reducer	No hazardous components.	N/A
DCP-RT1	Retarder	No hazardous components.	N/A
<b>SPACER</b>			
Dynaflush 2W	Viscosity	No hazardous components.	N/A
DCP-GL1	Suspension Agent	Welan Gum	96949-22-3
DAP-401	Mutual Solvent	Ethoxylated alcohols Alkoxylated terpene Polyethylene glycol	Trade Secret Trade Secret 25322-68-3

Kick Off Plug

Product Name	Product's Purpose	Chemical Ingredients	CAS Number
DCP-EX1	Extender	Sodium metasilicate, anhydrous	6834-92-0
DCP-EX2	Extender	Silicon dioxide Iron Oxide Silicon Carbide Aluminum Oxide Calcium Oxide Magnesium Oxide Silicon dioxide	69012-64-2 1309-37-1 409-21-2 1344-28-1 1305-78-8 1309-48-4 14808-60-7
DCP-FL1	Fluid Loss Agent	No hazardous components.	N/A
DCP-FR2	Friction Reducer	No hazardous components.	N/A
DCP-RT3	Retarder	No hazardous components.	N/A
<b>SPACER</b>			
Dynaflush 2W	Viscosity	No hazardous components.	N/A
DCP-GL1	Suspension Agent	Welan Gum	96949-22-3
DAP-401	Mutual Solvent	Ethoxylated alcohols Alkoxylated terpene Polyethylene glycol	Trade Secret Trade Secret 25322-68-3
Barite	Weighting Agent	Inorganic barium salt	7727-43-7

WW-6A1  
(3/13)Operator's Well No. OXF4 AHS

**INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE**  
**Chapter 22, Article 6A, Section 5(a)(5)**  
**IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)**

Under the oath required to make the verification on page 1 of this Notice and Application, I depose and say that I am the person who signed the Notice and Application for the Applicant, and that –

- (1) the tract of land is the same tract described in this Application, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
1	Luther M. Perine	Ole Colony Development Company	Not less than 1/8	94/223
2	Moses W. Smith & Anna M. Smith	C.O. Bowers, James H. Hall and Olin B. Wetzel	Not less than 1/8	64/375
3	Charter D. Stinespring & Mary Jane Stinespring	J & J Enterprises, Inc.	Not less than 1/8	130/630
4	Ritchie Britton & Pauline Britton	Key Oil Company	Not less than 1/8	104/343
5	D.C. Stuart	The Carter Oil Company	Not less than 1/8	16/301

**Acknowledgement of Possible Permitting/Approval**  
**In Addition to the Office of Oil and Gas**

The permit applicant for the proposed well work addressed in this application hereby acknowledges the possibility of the need for permits and/or approvals from local, state, or federal entities in addition to the DEP, Office of Oil and Gas, including but not limited to the following:

- WV Division of Water and Waste Management
- WV Division of Natural Resources WV Division of Highways
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- County Floodplain Coordinator

The applicant further acknowledges that any Office of Oil and Gas permit in no way overrides, replaces, or nullifies the need for other permits/approvals that may be necessary and further affirms that all needed permits/approvals should be acquired from the appropriate authority before the affected activity is initiated.

Well Operator: Noble Energy, Inc.By: *[Signature]*Its: Regulatory Analyst**EXHIBIT****4**

WW-6A1 (1/12) Attachment

Operator's well #: \_OXF4 AHS\_\_\_\_\_

Lease Name or Number	Grantor/Lessor	Grantee/Lessee	Royalty	Book/Page
1	Robert L. Holland, Special Commissioner, pursuant to order of the Circuit Court of Doddridge County in Civil Action No. 356 Hugh K. Spencer v. Ole Colony Development Company, et al.	Penn Resources, Inc.	Not less than 1/8	111/553
1	Penn Resources, Inc.	Justin L. Henderson	Not less than 1/8	105/496
1	Justin L. Henderson	Antero Resources Appalachian Corporation	Not less than 1/8	289/490
1	Antero Resources Appalachian Corporation	Antero Resources Corporation	Not less than 1/8	Name change
1	Antero Resources Corporation	CNX Gas Company LLC & Noble Energy, Inc.	Not less than 1/8	311/427
2	C.O. Bowers, James H. Hall and Olin B. Wetzel	Penn Resources, Inc.	Not less than 1/8	94/713
2	Penn Resources, Inc.	Justin L. Henderson	Not less than 1/8	105/496
2	Justin L. Henderson	Antero Resources Appalachian Corporation	Not less than 1/8	289/490
2	Antero Resources Appalachian Corporation	Antero Resources Corporation	Not less than 1/8	Name change
2	Antero Resources Corporation	CNX Gas Company LLC & Noble Energy, Inc.	Not less than 1/8	311/427
3	J & J Enterprises, Inc.	Lost Creek Joint Venture No. 3	Not less than 1/8	156/557
3	Lost Creek Joint Venture No. 3	Eastern American Energy Corporation	Not less than 1/8	166/494, 167/140, 167/150
3	Eastern American Energy Corporation	Energy Corporation of America	Not less than 1/8	283/431
3	Energy Corporation of America	Antero Resources Appalachian Corporation	Not less than 1/8	272/307
3	Antero Resources Appalachian Corporation	Antero Resources Corporation	Not less than 1/8	Name change
3	Antero Resources Corporation	CNX Gas Company LLC & Noble Energy, Inc.	Not less than 1/8	311/427
4	Garner & Gawthrop, Inc.	Key Oil Company	Not less than 1/8	108/403
4	Key Oil Company	J & J Enterprises, Inc.	Not less than 1/8	111/326
4	J & J Enterprises, Inc.	Eastern American Energy Corporation	Not less than 1/8	159/139, 211/137
4	Eastern American Energy Corporation	Energy Corporation of America	Not less than 1/8	283/431
4	Energy Corporation of America	CNX Gas Company LLC	Not less than 1/8	274/585
4	CNX Gas Company, LLC	Noble Energy, Inc.	Not less than 1/8	260/39
5	The Carter Oil Company	Hope Natural Gas Company	Not less than 1/8	42/410
5	Hope Natural Gas Company	Consolidated Gas Supply Corporation	Not less than 1/8	143/345
5	Consolidated Gas Supply Corporation	Consolidated Gas Transmission Corporation	Not less than 1/8	135/583
5	Consolidated Gas Transmission Corporation	CNG Transmission Corporation	Not less than 1/8	51/798
5	CNG Transmission Corporation	Dominion Transmission, Inc.	Not less than 1/8	58/362
5	Dominion Transmission, Inc.	Consol Energy Holdings LLC XVI	Not less than 1/8	245/1
5	Consol Energy Holdings LLC XVI	CNX Gas Company, LLC	Not less than 1/8	292/469, 293/252
5	CNX Gas Company, LLC	Noble Energy, Inc.	Not less than 1/8	260/39

SUMMONS

CIRCUIT COURT OF Doddridge COUNTY, WEST VIRGINIA

GERALD C. TURNER

PLAINTIFF,

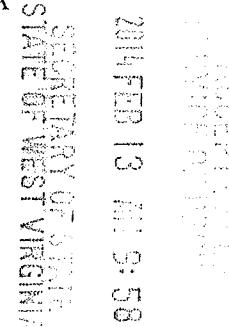
VS.

CIVIL ACTION NO. 14-C-5

JUDGE: TIMOTHY L. SWEENEY

NOBLE ENERGY, INC.

DEFENDANT.



To the above named Defendant:

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby Summoned and required to serve upon SCOTT WINDOM, plaintiff's attorney, whose address is 202 EAST MAIN STREET, HARRISVILLE, WV, 26362 an answer including any related counterclaim you may have to the complaint filed against you in the above civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above style civil action.

Dwight E. Moore

CLERK OF COURT

Dated: February 11, 2014

BY:

*Pamela Sponagle*

DEPUTY CLERK

Please Serve:

NOBLE ENERGY, INC.

C/O CT CORP.SYSTEM, 5400 D BIG TYLER RD  
CHARLESTON, WV 25313

DODDRIDGE COUNTY  
CIRCUIT COURT

FEB 19 2014

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DWIGHT E. MOORE  
CIRCUIT CLERK